

# **EXHIBIT 1**

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

FILED  
6/13/2024 3:59 PM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2024L006562  
Calendar, T  
28110976

NKW PORTFOLIO V LLC,

Plaintiff,

CASE NO:

v.

**JURY DEMAND**

GREAT LAKES INSURANCE SE, and  
COMMERCIAL INSURANCE GROUP, LLC,  
dba BIGFOOT INSURANCE,

Defendants.

**COMPLAINT**

PLAINTIFF, NKW PORTFOLIO V LLC (“PLAINTIFF”), by and through undersigned counsel, and for their Complaint against Defendants, GREAT LAKES INSURANCE SE, and COMMERCIAL INSURANCE GROUP, LLC, dba BIGFOOT INSURANCE, (“DEFENDANTS”), state as follows:

**PARTIES**

1. Plaintiff, NKW PORTFOLIO V LLC, is a corporation with properties located in Cook County, Illinois.
2. Defendant, GREAT LAKES INSURANCE SE (“GREAT LAKES”) is an insurance corporation engaged in the business of underwriting and issuing commercial property and casualty insurance policies in the State of Illinois, and authorized to do and doing business in Cook County and the State of Illinois.
3. Defendant, COMMERCIAL INSURNACE GROUP, LLC, dba BIGFOOT INSURANCE (“BIGFOOT”) is a corporation engaged in the business of underwriting and issuing commercial property and casualty insurance policies in the State of Illinois, and authorized to do and doing business in Cook County and the State of Illinois.

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction over GREAT LAKES pursuant to Section 2-209 of the Illinois Code of Civil Procedure (735 ILCS § 5/2-209) because, inter alia, GREAT LAKES transacts business, committed the acts alleged, and contracted to insure a property located in Illinois. GREAT LAKES is licensed and authorized by the Illinois Department of Insurance to conduct insurance business and does in fact conduct insurance business within the State of Illinois, including Cook County.

5. Venue is proper for this action under Sections 2-101 and 2-102 of the Illinois Code of Civil Procedure (735 ILCS §§ 5/2-101, 5/2-102) because GREAT LAKES conducts business in Cook County, has contracted to insure risks in Cook County, and the insured properties at issue are located in Cook County.

6. This Court has jurisdiction over BIGFOOT pursuant to Section 2-209 of the Illinois Code of Civil Procedure (735 ILCS § 5/2-209) because, inter alia, BIGFOOT transacts business, committed the acts alleged, and contracted to insure properties located in Illinois. BIGFOOT conducts insurance business within the State of Illinois, including Cook County.

7. Venue is proper for this action under Sections 2-101 and 2-102 of the Illinois Code of Civil Procedure (735 ILCS §§ 5/2-101, 5/2-102) because BIGFOOT conducts business in Cook County, has contracted to insure risks in Cook County, and the insured properties at issue are located in Cook County.

### **FACTUAL BASIS**

8. At all times relevant hereto, Plaintiff owned the seven properties listed below (hereinafter “Properties”):

a. 6318 Fairfield Ave, Chicago, Illinois 60643

- b. 6231 S. Indiana Ave, Chicago, Illinois 60643
- c. 11642 Vincennes Ave, Chicago, Illinois 60643
- d. 12801 S. Carpenter Street, Calumet Park, IL 60827
- e. 215 N. Liberty St., Chicago, Illinois 60120
- f. 6229 S. Indiana Avenue, Chicago, Illinois 60637
- g. 6228 S. Fairfield, Avenue, Chicago, Illinois 60629

9. At all times relevant hereto, Defendants provided a policy of insurance bearing policy number GLSC-10066-2022 to Plaintiff which covered the above Properties against perils (the “Policy”) and provided coverage up to \$11,475,682 total or \$720,900 per occurrence. Said policy and declarations are attached as Exhibit A.

**6318 Fairfield Ave, Chicago, Illinois:**

10. On or about February 15, 2023, a wind and hailstorm affected parts of Cook County, Illinois, including Chicago, where Plaintiff’s Property, 6318 Fairfield Ave, Chicago, Illinois 60643 was located.

11. As a result of the wind and hailstorm, Plaintiff’s Property, 6318 Fairfield Ave, Chicago, Illinois 60643 sustained significant damage to the roof, shed, and soffit, causing interior leaks, necessitating costly repairs in the amount of \$55,599.12.

12. Upon discovery of the damage, Plaintiff promptly filed a claim with Defendants, who assigned claim number GLSC-10066-2022, with an internal file number 2-22739. In compliance with the Policy, Plaintiff began mitigating the loss as quickly as possible.

13. Property damage resulting from hail and wind damage is specifically included under the terms and conditions of the Policy, and as such is a covered loss. See Exhibit A.

14. However, Defendants failed to properly investigate and properly pay for the covered damage to 6318 Fairfield Ave. Chicago, Illinois.

**6231 S. Indiana Ave, Chicago, Illinois:**

15. On or about January 12, 2023, a water pipe burst at the Plaintiff's Property, 6231 S. Indiana Ave, Chicago, Illinois 60643.

16. As a result of the water pipe burst, Plaintiff's Property, 6231 S. Indiana Ave, Chicago, Illinois 60643 sustained significant damage to the second floor, causing leaks in the kitchen, basement and living room, necessitating costly repairs in the amount of \$45,839.96.

17. Upon discovery of the damage, Plaintiff promptly filed a claim with Defendants, who assigned claim number GLSC-10066-2022, with an internal file number 2-22880. In compliance with the Policy, Plaintiff began mitigating the loss as quickly as possible.

18. Property damage resulting from water pipe burst damage is specifically included under the terms and conditions of the Policy, and as such is a covered loss. See Exhibit A.

19. However, Defendants have failed to properly investigate and properly pay for the covered damage to 6231 S. Indiana Ave, Chicago, Illinois 60643.

**11642 Vincennes Ave, Chicago, Illinois:**

20. On or about January 8, 2023, a wind and hailstorm occurred at the Plaintiff's Property, 11642 Vincennes Ave, Chicago, Illinois 60643.

21. As a result of a wind and hailstorm, Plaintiff's Property, 11642 Vincennes Ave, Chicago, Illinois 60643 sustained significant damage to the roof and second floor, causing leaks in the kitchen, basement and living room, necessitating costly repairs in the amount of \$55,130.67.

22. Upon discovery of the damage, Plaintiff promptly filed a claim with Defendants, who assigned claim number GLSC-10066-2022, with an internal file number 2-22737. In compliance with the Policy, Plaintiff began mitigating the loss as quickly as possible.

23. Property damage resulting from hail and wind damage is specifically included under the terms and conditions of the Policy, and as such is a covered loss. See Exhibit A.

24. In addition, on or about December 22, 2022, a pipe burst in the living room at the Plaintiff's Property, 11642 Vincennes Ave, Chicago, Illinois 60643.

25. As a result of the pipe burst, Plaintiff's Property, 11642 Vincennes Ave, Chicago, Illinois 60643 sustained significant damage to the floors and walls throughout the house, necessitating costly repairs in the amount of \$20,077.57.

26. Upon discovery of the damage, Plaintiff promptly filed a claim with Defendants, who assigned claim number GLSC-10066-2022, with an internal file number 2-22879. In compliance with the Policy, Plaintiff began mitigating the loss as quickly as possible.

27. Property damage resulting from a pipe burst is specifically included under the terms and conditions of the Policy, and as such is a covered loss. See Exhibit A.

28. Defendants have failed to properly investigate and properly pay for the covered damage to 11642 Vincennes Ave, Chicago, Illinois 60643.

**12801 S. Carpenter St. Calumet Park, Illinois 60827:**

29. On or about January 5, 2023, a wind and hailstorm affected parts of Cook County, Illinois, including Chicago, where Plaintiff's Property, 12801 S. Carpenter St., Calumet Park, Illinois 60827 was located.

30. As a result of the wind and hailstorm, Plaintiff's Property, 12801 S. Carpenter St., Calumet Park, Illinois 60827 sustained roof damage and significant interior water damage, necessitating costly repairs in the amount of \$51,083.78.

31. Upon discovery of the damage, Plaintiff promptly filed a claim with Defendants, who assigned claim number GLSC-10066-2022, with an internal file number 2-22738. In compliance with the Policy, Plaintiff began mitigating the loss as quickly as possible.

32. Property damage resulting from hail and wind damage is specifically included under the terms and conditions of the Policy, and as such is a covered loss. See Exhibit A.

33. Defendants have failed to properly investigate and properly pay for the covered damage to 12801 S. Carpenter St. Calumet Park, Illinois 60827.

**215 N. Liberty St., Chicago, Illinois 60120:**

34. On or about January 3, 2023, a wind and hailstorm affected parts of Cook County, Illinois, including Chicago, where Plaintiff's Property, 215 N. Liberty St., Chicago, Illinois 60120 was located.

35. As a result of the wind and hailstorm, Plaintiff's Property, 215 N. Liberty St., Chicago, Illinois 60120 sustained roof damage and significant interior leaks in addition to damage to the shed, vinyl, and gutters, necessitating costly repairs in the amount of \$82,598.13.

36. Upon discovery of the damage, Plaintiff promptly filed a claim with Defendants, who assigned claim number GLSC-10066-2022, with an internal file number 2-22741. In compliance with the Policy, Plaintiff began mitigating the loss as quickly as possible.

37. Property damage resulting from hail and wind damage is specifically included under the terms and conditions of the Policy, and as such is a covered loss. See Exhibit A.

38. Defendants have failed to properly investigate and properly pay for the covered damage to 215 N. Liberty St., Chicago, Illinois 60120.

**6229 S. Indiana Ave, Chicago, Illinois 60637:**

39. On or about December 23, 2022, a wind and hailstorm affected parts of Cook County, Illinois, including Chicago, where Plaintiff's Property, 6229 S. Indiana Avenue, Chicago, Illinois 60637 was located.

40. As a result of the wind and hailstorm, Plaintiff's Property, 6229 S. Indiana Avenue, Chicago, Illinois 60637 sustained significant damage to the roof, causing interior leaks necessitating costly repairs in the amount of \$47,591.83.

41. Upon discovery of the damage, Plaintiff promptly filed a claim with Defendants, who assigned claim number GLSC-10066-2022, with an internal file number 2-22740. In compliance with the Policy, Plaintiff began mitigating the loss as quickly as possible.

42. Property damage resulting from hail and wind damage is specifically included under the terms and conditions of the Policy, and as such is a covered loss. See Exhibit A.

43. Defendants have failed to properly investigate and properly pay for the covered damage to 6229 S. Indiana Avenue, Chicago, Illinois 60637.

**6228 S. Fairfield Ave, Chicago, Illinois 60637:**

44. On or about December 22, 2022, a pipe burst at Plaintiff's Property, 6228 S. Fairfield, Avenue, Chicago, Illinois 60629.

45. As a result of the pipe burst, Plaintiff's Property, 6228 S. Fairfield, Avenue, Chicago, Illinois 60629 sustained damage to the surrounding cabinets, necessitating costly repairs in the amount of \$16,810.37.



46. Upon discovery of the damage, Plaintiff promptly filed a claim with Defendants, who assigned claim number GLSC-10066-2022, with an internal file number 2-22878. In compliance with the Policy, Plaintiff began mitigating the loss as quickly as possible.

47. Property damage resulting from water damage is specifically included under the terms and conditions of the Policy, and as such is a covered loss. See Exhibit A.

48. Defendants have failed to properly investigate and properly pay for the covered damage to 6228 S. Fairfield, Avenue, Chicago, Illinois 60629.

49. For the seven Properties listed above, Defendants have refused to provide coverage for Plaintiff's covered losses under the policy and have failed to attempt to settle the claims in good faith.

50. Defendants have attempted to shift the burden on Plaintiff. Plaintiff has been forced to retain legal counsel and litigate their claim.

**COUNT I – BREACH OF CONTRACT- GREAT LAKES INSURANCE SE**

51. Plaintiff repeats and realleges paragraphs 1 through 50 as though fully inserted herein.

52. The above referenced Policy No. GLSC-10066-2022 constituted a valid and enforceable contract between Plaintiff and Defendant, GREAT LAKES and was in effect during the above dates of loss, including from October 29, 2022 through October 29, 2023.

53. Defendant GREAT LAKES owes a duty to its policy holder to make prompt and proper payment for all claims, and to make its policy limits available to insureds for losses. These duties arise from the policy itself, Illinois jurisprudence, and duties implied in every contract in Illinois.

54. Plaintiff has fully performed under the contract including but not limited to paying all applicable premiums to Defendant GREAT LAKES.

55. Plaintiff has duly performed all post-loss conditions as required by the insurance policy, including giving prompt notice to GREAT LAKES of the loss; cooperating with GREAT LAKES with its investigation of the claim; and timely filing suit against GREAT LAKES.

56. Plaintiff has demanded that GREAT LAKES compensate them for the losses as required by the terms and conditions of the subject policy of insurance.

57. GREAT LAKES continues to refuse to pay Plaintiff for the full amount of damage, despite the fact the cause of the loss and resulting damages are covered by the terms and conditions of the Policy. Defendant's ongoing failure and refusal to do so constitutes breach of the Policy.

58. Defendant GREAT LAKES, by and through its adjusters, representatives, agents, servants, and employees, has breached the contract of insurance with Plaintiff in the following non-exclusive respects:

- a. By failing to indemnify its insured, and by relying upon a policy exclusion to deny payment which is, and should be inapplicable given the circumstances of the claim;
- b. By failing to pay all benefits available and improperly interpreting the Policy so as to avoid obligations imposed by the Policy and Illinois law;
- c. By denying payment on Plaintiff's claim without meeting its affirmative burden of proving by a preponderance of evidence that Plaintiff's loss was proximately caused by non-covered peril or a peril excluded by the policy;
- d. By failing to meet its affirmative burden of establishing which part of Plaintiff's loss was caused by an excluded peril;
- e. By improperly shifting the burden to Plaintiff of proving that the loss was not excluded by the policy;
- f. By failing to conclusively and objectively determine the proximate and efficient cause of loss;
- g. By basing its failure to tender payment upon a nonobjective and scientifically unreliable engineering report;

- h. By negligently, grossly negligently, recklessly, and/or intentionally choosing not to conduct a full, fair and prompt investigation and adjustment regarding Plaintiff's insured losses;
- i. By basing its failure to tender payment based on an inadequate investigation, inspection, and adjustment of Plaintiff's loss;
- j. By basing its failure to tender payment based on an investigation and adjustment by an adjuster unqualified to determine the proximate cause of loss unqualified adjuster;
- k. By failing to construe the policy in favor of coverage for Plaintiff's insured loss; and
- l. By choosing to delay and withhold payment of Plaintiff's covered losses, thereby proximately causing Plaintiff to incur consequential damages, including: additional repair costs, expert fees, attorney fees, and litigation expenses.

59. These breaches of the insurance policy were and are the direct and proximate cause of damage to Plaintiff in an amount in excess of \$50,000.

60. This is an action based on a "written instrument" within the meaning of the Illinois Interest Act and, therefore, Plaintiff is entitled to prejudgment interest.

WHEREFORE, Plaintiff NKW PORTFOLIO V LLC, hereby requests and prays that this Honorable Court find in their favor, and against Defendant, GREAT LAKES INSURANCE SE, and award damages in an amount of at least \$50,000.00, plus prejudgment and post-judgment interest, costs, and any such additional and further relief as this Court deems just and proper.

**COUNT II – BREACH OF CONTRACT-  
COMMERCIAL INSURANCE GROUP, LLC, dba BIGFOOT INSURANCE**

61. Plaintiff repeats and realleges paragraphs 1 through 50 as though fully inserted herein.

62. The above referenced Policy No. GLSC-10066-2022 constituted a valid and enforceable contract between Plaintiff and Defendant, BIGFOOT and was in effect during the above dates of loss, including from October 29, 2022 through October 29, 2023.

63. Defendant BIGFOOT owes a duty to its policy holder to make prompt and proper payment for all claims, and to make its policy limits available to insureds for losses. These duties arise from the policy itself, Illinois jurisprudence, and duties implied in every contract in Illinois.

64. Plaintiff has fully performed under the contract including but not limited to paying all applicable premiums to Defendant BIGFOOT.

65. Plaintiff has duly performed all post-loss conditions as required by the insurance policy, including giving prompt notice to BIGFOOT of the loss; cooperating with BIGFOOT with its investigation of the claim; and timely filing suit against BIGFOOT.

66. Plaintiff has demanded that BIGFOOT compensate them for the losses as required by the terms and conditions of the subject policy of insurance.

67. BIGFOOT continues to refuse to pay Plaintiff for the full amount of damage, despite the fact the cause of the loss and resulting damages are covered by the terms and conditions of the Policy. Defendant's ongoing failure and refusal to do so constitutes breach of the Policy.

68. Defendant BIGFOOT, by and through its adjusters, representatives, agents, servants, and employees, has breached the contract of insurance with Plaintiff in the following non-exclusive respects:

- a. By failing to indemnify its insured, and by relying upon a policy exclusion to deny payment which is, and should be inapplicable given the circumstances of the claim;
- b. By failing to pay all benefits available and improperly interpreting the Policy so as to avoid obligations imposed by the Policy and Illinois law;
- c. By denying payment on Plaintiff's claim without meeting its affirmative burden of proving by a preponderance of evidence that Plaintiff's loss was proximately caused by non-covered peril or a peril excluded by the policy;
- d. By failing to meet its affirmative burden of establishing which part of Plaintiff's loss was caused by an excluded peril;

- e. By improperly shifting the burden to Plaintiff of proving that the loss was not excluded by the policy;
- f. By failing to conclusively and objectively determine the proximate and efficient cause of loss;
- g. By basing its failure to tender payment upon a nonobjective and scientifically unreliable engineering report;
- h. By negligently, grossly negligently, recklessly, and/or intentionally choosing not to conduct a full, fair and prompt investigation and adjustment regarding Plaintiff's insured losses;
- i. By basing its failure to tender payment based on an inadequate investigation, inspection, and adjustment of Plaintiff's loss;
- j. By basing its failure to tender payment based on an investigation and adjustment by an adjuster unqualified to determine the proximate cause of loss unqualified adjuster;
- k. By failing to construe the policy in favor of coverage for Plaintiff's insured loss; and
- l. By choosing to delay and withhold payment of Plaintiff's covered losses, thereby proximately causing Plaintiff to incur consequential damages, including: additional repair costs, expert fees, attorney fees, and litigation expenses.

69. These breaches of the insurance policy were and are the direct and proximate cause of damage to Plaintiff in an amount in excess of \$50,000.

70. This is an action based on a "written instrument" within the meaning of the Illinois Interest Act and, therefore, Plaintiff is entitled to prejudgment interest.

WHEREFORE, Plaintiff NKW PORTFOLIO V LLC, hereby requests and prays that this Honorable Court find in their favor, and against Defendant, COMMERCIAL INSURNACE GROUP, LLC, dba BIGFOOT INSURANCE, and award damages in an amount of at least \$50,000.00, plus prejudgment and post-judgment interest, costs, and any such additional and further relief as this Court deems just and proper.

**JURY DEMAND**

Plaintiff respectfully demand a trial by jury for all issues so triable.

DATE: June 13, 2024

RESPECTFULLY SUBMITTED,

/s/ Greta Lloyd

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Greta Lloyd #6308513  
HAIR SHUNNARAH TRIAL  
ATTORNEYS  
3540 S. I-10 Serv. Rd. W., Suite 300  
Metairie, LA 70001  
(312)300-4147  
[glloyd@hstalaw.com](mailto:glloyd@hstalaw.com)  
Firm No: 100444  
*Attorney for the Plaintiff*

# Certificate

Correspondent & Surplus Lines Broker

Bigfoot Insurance a div of ONE80  
INTERMEDIARIES INC

In California: License Number: 0H40842

CERTIFICATE PROVISIONS

**1. For the purpose of this insurance:**

- 1) Any reference herein to Underwriter(s) or Company(ies) or We is deemed to mean Insurer(s).
- 2) Any reference herein to Certificate is deemed to mean Policy.
- 3) Any reference herein to Named Assured, Assured or Named Insured is deemed to mean Insured.
- 4) Any reference herein to US\$ or \$ or USD shall be deemed to mean US Dollars.
- 5) The Reference LPO, NMA, LMA and Ref are synonymous.
- 6) Reference to Declaration, Declarations, Declaration Page and Declarations Page are synonymous.

**2. Signature Required.** This certificate shall not be valid unless signed by the Correspondent named in the attached Declaration Page.

**3. Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither of them is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those whose names can be ascertained as hereinafter set forth.

**4. Cancellation.** If this certificate provides for cancellation and this certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.

**5. Assignment.** This certificate shall not be assigned either in whole or in part without the written consent of the Correspondent.

**6. Attached Conditions Incorporated.** This certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached, or endorsed, all of which are to be considered as incorporated herein.

**7. Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.



**SHORT RATE CANCELLATION TABLE**

Days Insurance in Force	Per Cent of One Year Premium	Days Insurance in Force	Per Cent of One Year Premium	Days Insurance in Force	Per Cent of One Year Premium	Days Insurance in Force	Per Cent of One Year Premium
1	5%	66-69	29%	154-156	53%	256-260	77%
2	6	70-73	30	157-160	54	261-264	78
3-4	7	74-76	31	161-164	55	265-269	79
5-6	8	77-80	32	165-167	56	270-273 (9 mos)	80
7-8	9	81-83	33	168-171	57	274-278	81
9-10	10	84-87	34	172-175	58	279-282	82
11-12	11	88-91 (3 mos)	35	176-178	59	283-287	83
13-14	12	92-94	36	179-182 (6 mos)	60	288-291	84
15-16	13	95-98	37	183-187	61	292-296	85
17-18	14	99-102	38	188-191	62	297-301	86
19-20	15	103-105	39	192-196	63	302-305 (10 mos)	87
21-22	16	106-109	40	197-200	64	306-310	88
23-25	17	110-113	41	201-205	65	311-314	89
26-29	18	114-116	42	206-209	66	315-319	90
30-32 (1 mo)	19	117-120	43	210-214 (7 mos)	67	320-323	91
33-36	20	121-124 (4 mos)	44	215-218	68	324-328	92
37-40	21	125-127	45	219-223	69	329-332	93
41-43	22	128-131	46	224-228	70	333-337 (11 mos)	94
44-47	23	132-135	47	229-232	71	338-342	95
48-51	24	136-138	48	233-237	72	343-346	96
52-54	25	139-142	49	238-241	73	347-351	97
55-58	26	143-146	50	242-246 (8 mos)	74	352-355	98
59-62 (2 mos)	27	147-149	51	247-250	75	356-360	99
63-65	28	150-153 (5 mos)	52	251-255	76	361-365 (12 mos)	100

Rules applicable to insurance with terms less than or more than one year.

A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.

B. If insurance has been in force for more than one year.

- (1) Determine full annual premium as for insurance written for a term of one year.
- (2) Deduct such premium from the full insurance premium and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
- (3) Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

1. Any provisions or conditions appearing in any forms attached hereto which conflict with or alter the provisions set out above shall supersede the above provisions insofar as the latter are inconsistent with any provisions or conditions appearing in such attached forms.
2. Providing Information to Insurers: Contracts of insurance placed by the Correspondent are subject to local state and/or US federal law and jurisdiction. Care must be taken to ensure that all legal and regulatory requirements in relation to those contracts, including requirements for disclosure of information to insurers in relation to them, are complied with.
3. **Claim Referral.** In respect of any claim referred by the Insured to the Correspondent, which acts as agent for the Insurers and not the insured.

# BIGFOOT

i n s u r a n c e

## DECLARATIONS PAGE

THIS INSURANCE IS EFFECTIVE WITH GREAT LAKES INSURANCE SE  
HEREON 100% UNDER REFERENCE: 3758/22  
Surplus Lines License Number: W248388

**YOUR PRODUCER'S NAME AND ADDRESS IS:**  
WilliamLegacy Risk Solutions, LLC  
P.O. Box 2976  
Gainesville, GA 30503  
Phone #: 7702974837

**POLICY NUMBER:** GLSC-10066-2022

**POLICY TERM:** Effective Date: 10/29/2022

Expiration Date: 10/29/2023

**PERIOD:** 12 Months

Surplus Lines Broker Bigfoot Insurance  
In California Bigfoot Specialty Insurance Agency  
CA License: 0H38597 303-900-2960

Effective 12:01 a.m. Standard Time at Location of Property Described.

**Named Insured & Mailing Address:**

NKW Portfolio V, LLC  
4770 Biscayne Blvd  
#1100

Miami FL 33137

Insurance is provided only with respect to the Coverages listed below and then only if and to the extent a Limit of Liability is specified for a Coverage, subject to all conditions of this policy.

**The Residence Premises is/are Located at:**  
SEE SCHEDULE OF VALUE HEREON ATTACHED

**Section I - Coverages**  
MAXIMUM TIV FOR SCHEDULE  
MAX ANY ONE LOSS/ONE LOCATION  
COVERAGES PER LOCATION  
FLOOD  
EARTHQUAKE

**Limit of Liability**  
\$11,475,682  
\$720,900  
SEE SCHEDULE ON FILE  
EXCLUDED  
EXCLUDED

**Policy Premium & Fees**  
Premium \$118,967.00  
Florida EMPA \$4.00  
Florida Service Fee \$71.68  
Florida State Tax \$5,901.67  
Policy Fee - CIG \$500.00  
Total \$125,444.35

**Section II - Coverages**  
GENERAL AGGREGATE LIMIT  
PRODUCTS/COMPLETED OPS:  
ER OCCURRENCE:  
PERSONAL and ADVERTISING  
RE DAMAGE LIMIT ANY ONE FIRE:  
MEDICAL PAYMENT ANY ONE PERSON:

\$2,000,000  
EXCLUDED  
\$1,000,000  
\$1,000,000  
\$100,000  
\$1,000

um Earned Premium: 25%  
Fully Earned

ctibles

n I  
n II

All Deductibles:  
Personal  
Liability:

See Schedule per Location  
No Deductible



**SHIELDPRO**  
PERSONAL LINES

is comprised of Policy Forms and Endorsements - See Schedule of Forms and Endorsements,, which together form the policy identified by the above-listed policy

**OF SUIT:** Refer to Ref 5020 Service of Suit.

orado Springs, CO this day: Friday, November 04, 2022

By: Martin Burlingame ID: W248388

Commercial Insurance Group, LLC

1773 S. 8<sup>th</sup> Street Suite 200 Colorado Springs, CO 80905

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER. SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Deductible for hurricane or wind losses & co-pay provisions—may result in high out of pocket expenses.

Mortgagee(s)/Lienholder(s)	
1. Name:	SEE SCHEDULE
Loan Number:	SEE SCHEDULE
Loss Payee(s) – Personal Property (Name and Address of Loss Payee and Personal Property Involved)	
Name:	SEE SCHEDULE
Address:	
Personal Property:	

*Breakdown of Premium and Fees (Primary policy):*

Liability Premium:	\$7,615
Property Premium:	\$111,352
Flood Premium:	\$0
Earthquake Premium:	\$0
Premium	\$118,967.00
Florida EMPA	\$4.00
Florida Service Fee	\$71.68
Florida State Tax	\$5,901.67
Policy Fee - CIG	\$500.00
Total	\$125,444.35



## Schedule of Forms and Endorsements Investor Property Program

(APPLICABLE FORMS AND CLAUSES INDICATED BY AN "X" IN APPROPRIATE BOX)

### COMMON POLICY FORMS

#### Mandatory Forms/Endorsements:

<input checked="" type="checkbox"/>	Surplus Lines Form	State Surplus Lines Form
<input checked="" type="checkbox"/>	CIG-HO1020	Brush Clear Space Warranty
<input checked="" type="checkbox"/>	IL P 001 01 04	US Treasury - OFAC
<input checked="" type="checkbox"/>	CIG-HO1027	Policy Fee Disclosure
<input checked="" type="checkbox"/>	REF 699 (02/98)	25% Minimum Earned Premium Clause
<input checked="" type="checkbox"/>	CIG-GL8000	USA Hurricane Minimum Earned Premium Endorsement
<input checked="" type="checkbox"/>	GLISE(i)(01.17)	Great Lakes Insurance SE Private Policy Statement
<input checked="" type="checkbox"/>	SC-IL-004 (06/19)	Newly Acquired or Constructed Property Endorsement
<input checked="" type="checkbox"/>	REF 2802 (12/97)	Electronic Date Recognition Exclusion (EDRE)
<input checked="" type="checkbox"/>	REF 2915 (01/01)	Electronic Data Endorsement
<input checked="" type="checkbox"/>	REF 2920a	Terrorism Exclusion Endorsement (amended)
<input checked="" type="checkbox"/>	REF 2962 (02/03)	Biological or Chemical Materials Exclusion Clause
<input checked="" type="checkbox"/>	REF 3100 (09/10)	Sanction Limitation and Exclusion Clause
<input checked="" type="checkbox"/>	REF 5018 (09/05)	Microorganism Exclusion
<input checked="" type="checkbox"/>	REF 5020 (09/05)	Service of Suit Clause
<input checked="" type="checkbox"/>	REF 5021 (09/05)	Applicable Law
<input checked="" type="checkbox"/>	REF 5062 (06/06)	Fraudulent Claim Clause
<input checked="" type="checkbox"/>	REF 5218 (01/15)	U.S. Terrorism Risk Insurance Act of 2002, as amended, Purchased Clause
<input checked="" type="checkbox"/>	REF 5219 (01/15)	U.S. Terrorism Risk Insurance Act of 2002, as amended, Not Purchased Clause
<input checked="" type="checkbox"/>	Prop-P15 (06/19)	Mortgage Holder(s) Name, Mailing Address and Loan Number hereon automatically added as their interest may appear.
<input checked="" type="checkbox"/>	Prop-P17 (06/19)	Property and Liability Protection Policy
<input type="checkbox"/>		Property protection Policy

#### Section I

<input checked="" type="checkbox"/>	Prop-A02 (06/19)	Amended Valuation Endorsement
<input checked="" type="checkbox"/>	Prop-A03 (06/19)	Asbestos Endorsement
<input checked="" type="checkbox"/>	Prop-C09 (06/19)	Course of Construction/Renovation Endorsement
<input checked="" type="checkbox"/>	Prop-L02 (06/19)	Loss Assessment Endorsement - Residential Unit Owners
<input checked="" type="checkbox"/>	Prop-L07 (06/19)	Mortgage Holder Loss Payee Endorsement
<input checked="" type="checkbox"/>	Prop-M02 (06/19)	Mold, Mildew and Fungus Limited Coverage Endorsement (sub-limit USD 5,000)
<input checked="" type="checkbox"/>	Prop-O1 (06/19)	Ordinance and Law Extension Endorsement
<input checked="" type="checkbox"/>	Prop-P05 (06/19)	Personal Property Extension
<input checked="" type="checkbox"/>	Prop-P10 (06/19)	Pre-Existing Condition Exclusion
<input checked="" type="checkbox"/>	Prop-P21 (06/19)	Pollutant Extraction and Removal Coverage (sublimit 10% not exceeding USD 10,000)
<input checked="" type="checkbox"/>	Prop-R01 (06/19)	Rental Income Extension (3 / 6 / 12 months)
<input checked="" type="checkbox"/>	Prop-R13 (06/19)	Limitations on Coverage for Roof Surfacing
<input checked="" type="checkbox"/>	Prop-S08 (06/19)	Sewer Back-Up, Water Back-Up, and Sump Discharge or Overflow Endorsement (sub-limit USD 10,000)
<input type="checkbox"/>	Prop-S10 (06/19)	Catastrophic Ground Collapse Coverage Endorsement (sublimit USD 10,000)
<input checked="" type="checkbox"/>	Prop-T01 (06/19)	Theft Limitation (sub-limit USD 25,000)
<input checked="" type="checkbox"/>	Prop-T02 (06/19)	Total Loss Earned Premium Clause
<input checked="" type="checkbox"/>	Prop-W01 (06/19)	Windstorm Definition Endorsement
<input checked="" type="checkbox"/>	Prop-W05 (06/19)	Windstorm and Hail Exclusion Clause

## Section II

<input checked="" type="checkbox"/>	REF 1256 (03/60)	Nuclear Incident Exclusion Clause-Liability-Direct (Broad)
<input checked="" type="checkbox"/>	A01 GL (06/19)	Asbestos Exclusion
<input checked="" type="checkbox"/>	A02 GL (06/19)	Assault and/or Battery Exclusion
<input checked="" type="checkbox"/>	A03 GL (06/19)	Absolute Pollution Exclusion
<input checked="" type="checkbox"/>	D03 GL (06/19)	Designated Animal Exclusion Endorsement
<input checked="" type="checkbox"/>	D04 GL (06/19)	Designated Premises Limitation Endorsement
<input checked="" type="checkbox"/>	E01 GL (06/19)	Employment-Related Practices Exclusion
<input checked="" type="checkbox"/>	E02 GL (06/19)	Electromagnetic Fields Exclusion Endorsement
<input checked="" type="checkbox"/>	F02 GL (06/19)	Firearm Limitation Endorsement (sublimit USD 25,000 Each Occurrence/USD 50,000 General Aggregate)
<input checked="" type="checkbox"/>	L01 GL (06/19)	Lead Hazards Exclusion Endorsement
<input checked="" type="checkbox"/>	M02 GL (06/19)	Mold Exclusion Endorsement
<input checked="" type="checkbox"/>	P10 GL (06/19)	Punitive Damages Exclusion Endorsement
<input checked="" type="checkbox"/>	P13 GL (06/19)	Pre-Existing Damages Exclusion Endorsement
<input checked="" type="checkbox"/>	P16 GL (06/19)	Products-Completed Operations Exclusion Endorsement
<input checked="" type="checkbox"/>	R01 GL (06/19)	Radon Gas Exclusion Endorsement
<input checked="" type="checkbox"/>	S01 GL (06/19)	Sexual Molestation Exclusion Endorsement
<input checked="" type="checkbox"/>	S02 GL (06/19)	Swimming Pool Exclusion Endorsement
<input checked="" type="checkbox"/>	T01 GL (06/19)	Trampoline Limitation (sub-limit USD 25,000 Each Occurrence/USD 50,000 General Aggregate)
<input type="checkbox"/>	C08 GL (06/19)	Condominium Unit Owners – Additional Insured Endorsement

CLAIMS NOTIFICATION: All Claims to be notified to: The Correspondent



CIG-HO1020

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BRUSH CLEAR SPACE CONDITION**

**APPLIES TO ALL FORMS**

### **A. DEFINITIONS**

The following definition is added:

"Exposure Distance" means:

The distance measured parallel to the general ground surface shall be considered the exposure distance, except where a down slope below the building(s) exceeds 30 degrees or where an up slope above the building(s) exceeds 30 degrees, in which case only one-half the measured distance on such slope shall be used.

### **B. CONDITIONS**

The following condition is added to the policy:

You must ensure that the minimum Exposure Distance from the native brush or other natural vegetative growth to any portion of your home and other building(s) insured under this policy is 100 Feet (one hundred) or to your property boundary whichever is the lesser.

Cultivated planting (other than native growth) is permitted in this space provided such planting will not readily transmit fire from the native growth to the building(s).

If you fail to comply with this condition, any claim for loss by fire or resulting damage associated with such failure shall have a 10% deductible for all perils.

\* if not otherwise specified in the Declarations

All other provisions of this policy apply.



IL P 001 01 04

## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLICY FEE DISCLOSURE**

The Policy Fee, Inspection Fee or any other fee applicable to this policy is fully earned and non-refundable at policy inception. If this policy is canceled during its term, the surplus lines wholesaler will retain the entire policy fee.

All other provisions of this policy apply.

### **MINIMUM EARNED PREMIUM CLAUSE**

In the event of cancellation of this Policy by the Assured, a minimum earned premium of 25% as of inception shall become earned; (or as stated in the Declaration Page of this Policy) any conditions of the Policy to the contrary notwithstanding.

In the event of cancellation by the Underwriters for non-payment by the Assured, the minimum premium shall be due and payable; provided however, such non-payment cancellation shall be rescinded if the Assured remits the full premium within 10 days of receiving notice of it.

In the event of any other cancellation by the Underwriters, the earned premium shall be computed pro rata, not subject to the minimum premium.

REF699 (02/98)

## USA HURRICANE MINIMUM EARNED PREMIUM ENDORSEMENT

The following terms and conditions will apply to this Certificate where the peril of Windstorm is included:

1. If you cancel this policy, remove a location or reduce the amount of Insurance on a location that is within 75 miles of the Atlantic Ocean and/or the Gulf of Mexico in the States of North Carolina thru to Texas inclusive, and coverage existed any time during the period of June 1st to November 1st the amount of premium we will return will be the Unearned Premium for the location. The Unearned Premium is the annual premium for the policy (or for the location removed or coverage reduced, as applicable} multiplied by the Unearned Factor noted below. The location premium is the 100% annual rate multiplied by the location value as scheduled in the most current Statement of Values on file with Underwriters.

### 1 year Policy

Days Policy In Force	Unearned Factor
001 to 180	25%
181 to 210	20%
211 to 240	15%
241 to 270	10%
271 to 300	5.0%
301 to 330	2.5%
331 to 365	0.0%

2. The provisions of this endorsement replace any short rate provision stipulated in this policy for all locations that are within 75 miles of the Atlantic Ocean and/or the Gulf of Mexico in the States of North Carolina thru to Texas inclusive, and coverage existed any time during the period of June 1st to November 1st.

All other terms and conditions remain unchanged.

## **GREAT LAKES INSURANCE SE PRIVACY POLICY STATEMENT**

Great Lakes Insurance SE want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

You have a right to request access to or correction of your personal information that is in our possession.

**CONTACTING US:** If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please write to us at the following address:

GREAT LAKES INSURANCE SE,  
Plantation Place,  
30 Fenchurch Street,  
London EC3M 3AJ

GLISE(i)(01.17)

SC-IL-004 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEWLY ACQUIRED OR CONSTRUCTED PROPERTY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **PROPERTY AND LIABILITY PROTECTION POLICY PROPERTY PROTECTION POLICY**

It is understood and agreed as follows:

(1) **Buildings**

If this policy covers Buildings, this insurance also applies to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for similar use as the buildings described in the Declarations Page.

(2) **Your Business Personal Property**

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
- (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations Page; or
- (iii) Business personal property that you newly acquire, located at the described premises.

(b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) **Period Of Coverage**

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

The most we will pay for loss or damage under this Extension is not to exceed the SUM INSURED any one location, as stated in the Declarations Page.

All other provisions of this policy apply.

## ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

17/12/97  
REF2802



## ELECTRONIC DATA ENDORSEMENT B

### 1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils:

Fire

Explosion

### 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

All other terms and provisions of this policy shall remain unchanged.

REF 2915

25th January 2001

## TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

But, if the act of terrorism occurs in an "Exception State" and results in fire, we will pay for the loss or damage in such "Exception State" caused by that fire, but only to the extent, if any, required by the applicable Standard Fire Policy statute(s) in such state. However, this exception applies only to direct loss or damage by fire to covered property and not to any insurance provided for time element coverages, including but not limited to business interruption and extra expense. In no event shall this policy be construed to give coverage beyond the minimum requirements of the applicable Standard Fire Policy Statute (and amendments thereto) in existence as of the effective date of the policy and governing such requirements with respect to any acts of terrorism. If the applicable law or regulation in any state permits the Commissioner or Director of Insurance or anyone in a similar position to grant the insurer approval to vary the terms and conditions of the Standard Fire Policy, and such approval has been granted in that state as of the effective date of this policy, this policy shall not provide coverage beyond the minimum requirements of the terms and conditions approved by the Commissioner or Director of Insurance or person in a similar position.

"Exception state" means a state which at the time of policy effective date, requires that the coverage provided under this policy meet or exceed coverage provided under a Standard Fire Policy.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorist exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this policy, such as losses excluded by a Nuclear Hazard Exclusion or a war exclusion.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

All other terms and conditions remain unchanged.

(REF2920a amended)

## **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

06/02/03  
REF 2962

## **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10  
REF3100

## **MICROORGANISM EXCLUSION (ABSOLUTE)**

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

14/09/2005  
REF5018

## **SERVICE OF SUIT CLAUSE (U.S.A.)**

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the entity named on the above Declarations Page and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

14/09/2005  
REF5020

## **APPLICABLE LAW (U.S.A.)**

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

REF5021

14/09/2005

## **FRAUDULENT CLAIM CLAUSE**

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

REF5062

04/06/2006



REF 5219 (01/15)

**U.S. Terrorism Risk Insurance Act of 2002 as amended  
Not Purchased Clause**

*This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.*

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

**PROPERTY AND LIABILITY PROTECTION POLICY****SECTION I – PROPERTY****1. The Property Insured**

Coverage applies to Buildings and/or Structures as described in Clause B. (Property Insured) of the General Provisions.

**2. The Amount of Insurance**

The amount of insurance under this Policy shall be as set forth in Clause D. (Limits of Liability) of the General Provisions.

**3. Deductible(s)**

An amount shall be deducted from each loss under this Policy in accordance with Clause E (Deductibles to be applied) of the General Provisions.

**4. Premium and Rates**

This Policy shall be subject to a Premium in the amount set out in the Declaration Page of this Policy.

**5. Notification of Claims**

Any happening likely to give rise to a claim under this Policy shall be notified in writing to the nominee as detailed in the Declaration Page of this Policy as soon as practicable but in no event later than sixty days from the date of said happening.

**INSURING AGREEMENT**

The Underwriters will provide the insurance described in this Policy in return for the premium and compliance with all applicable provisions of this Policy. The Mortgagor of property covered by this Policy shall be considered an Additional Insured in respect of any residual amounts of insurance over and above the Named Insured's interest in the said property. The Named Insured shall be liable for the premium(s) due under this Policy.

**GENERAL PROVISIONS**

- A. **TERM:** Coverage shall apply to each insured property from the effective date requested by the Named Insured in the required monthly reports. If the insurance afforded by this Policy is also provided by other insurance terminating at noon on the inception date of coverage, insurance under this Policy shall not become effective until such other insurance has terminated. No coverage shall extend beyond the expiry of this Policy.
- B. **PROPERTY INSURED:** Coverage applies only to Buildings and/or Structures for which the Named Insured has specifically requested coverage in accordance with the procedures herein defined and in which the Named Insured has an insurable interest as Owner, Mortgagee, or as Servicing Agent by written agreement.
- C. **PERILS INSURED AGAINST:** Subject to its exclusions, conditions and all other provisions this Policy insures against All Risks of Direct Physical Damage.
- D. **LIMITS OF LIABILITY:** The Underwriters Limit of Liability shall not exceed the least of the following after application of the deductible stated in this Policy:-
- 1) The per each location limit as set out in the Declaration Page of this Policy.
  - 2) The amount of the insurance under the last report issued as stated in compliance with Clause F. (Reporting Provisions);
  - 3) In respect of residential property, the amount(s) derived from the application of Residential Property Section Condition 1;
  - 4) In respect of non-residential property, the amount(s) derived from the application of the Valuation Clause of the General Property Section.
- E. **DEDUCTIBLES TO BE APPLIED:** Each Loss or series of Losses at any location arising from any one event shall be adjusted separately and from the amount of each adjusted loss the amount(s) as set out in the Declaration Page of this Policy shall be deducted.
- F. **REPORTING PROVISIONS:**

This Insurance only applies to those properties specified in the reporting forms furnished to Underwriters and coverage hereunder shall attach on the effective date indicated in said reporting form.

Within fifteen days of the last day of each month, Underwriters will be provided by the Named Insured a complete listing of all properties in respect of which coverage is required including type of premises, address or legal description, effective date of coverage, limits of insurance and amount of premium due.

The earned premium for each monthly period or part thereof shall be calculated at the rates set out in the Declaration Page of this Policy.

Such premium as is in excess of any Minimum and Deposit shall become due and payable to the Underwriters at the end of each month, commencing with the month in which the premium exceeded the

Minimum and Deposit, or at such intervals as set out in the Declaration Page of this Policy.

- G. **DEMOLITION AND FORECLOSURE EXPENSE:** If there is a constructive total loss to a building covered by this Policy and resulting from an insured peril the Underwriters will provide within the Limits of Liability and subject to the applicable deductible an additional amount of insurance to cover loss due to necessary demolition of the undamaged portion of this risk and/or foreclosure expenses incurred.

The additional amount of insurance will be the lesser of:

- (a) USD 5,000 per occurrence; or
- (b) Ten percent (10%) of the amount of insurance applicable to the insured property.

- H. **DEBRIS REMOVAL AND COST OF CLEAN UP CLAUSE:** Notwithstanding any provision respecting debris removal and/or cost of clean up in the Policy to which this Clause forms a part of, in the event of Direct Physical Damage to the property insured hereunder, this Policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the sum insured but not exceeding USD10,000 per occurrence

- (a) expenses reasonably incurred in removal of debris of the property insured hereunder destroyed or damaged from the premises of the Insured; and/or
- (b) cost of clean up, at the premises of the Insured, made necessary as a result of such Direct Physical Loss or Damage;

PROVIDED that this Policy does not insure against the costs of decontamination of any substance or material on or under such premises, nor does this Policy insure against the cost to remove water, soil or any other naturally occurring substance or material.

It is a condition precedent to recovery under this Clause that Underwriters shall have paid or agreed to pay for Direct Physical Loss or Damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give notice to the Underwriters of intent to claim for cost of removal of debris or cost of clean up NOT LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

- I. **LOSS SETTLEMENT:** In the event of loss of or damage to property insured hereunder by a cause not excluded the insurable interest of the Named Insured shall be ascertained and the loss settlement shall apply as follows:-

- (a) if the Named Insured is the owner of the property the Loss shall be settled with the Named Insured;
- (b) if the Named Insured is a Mortgagee or a Servicing Agent by written agreement, and if there is a Total or Constructive Total Loss the Loss shall be settled with the Named Insured and any Additional Insured named in respect of such property in the Monthly Reports as their interest may appear.

- J. **CANCELLATION:**

1. Cancellation for Non-Payment of Premium:

If the Named Insured fails to discharge, when due, any of its obligations in connection with the payment of premiums this Policy may be cancelled by the Underwriters by mailing to the Named Insured at the last mailing address known by the Underwriters written notice of cancellation at least ten (10) days prior to the effective date of cancellation.

2. Cancellation by the Underwriters for Reasons other than Non-Payment of Premium:

This Policy may be cancelled by the Underwriters, for any reason, by mailing to the Named Insured at the last mailing address known to the Underwriters written notice of cancellation at least thirty (30) days prior to the effective date of cancellation.

3. Cancellation by the Named Insured:

This Policy may be cancelled at the written request of the Named Insured upon surrender of this Policy or properly executed policy release to the Underwriters. When this Policy is cancelled any unearned premiums will be refunded within a reasonable time after the date of cancellation takes effect. This clause is subject to the Minimum Earned Premium Clause REF 699.

- K. NON-RENEWAL: If this Policy is not cancelled and is not renewed by the Underwriters then it shall be automatically extended for a period of one (1) calendar month subject to the payment of the appropriate additional premium as derived from the Monthly Report in order that the Named Insured may seek alternative insurance.
- L. INSURED: Wherever the term "Insured" is used herein it shall be understood to mean the Named Insured and/or Additional Insured as relevant according to the text.

#### RESIDENTIAL PROPERTY SECTION

When Residential Property is declared by the Named Insured under the required Monthly Reports, the following shall apply:

- A. BUILDINGS AND STRUCTURES insured includes:
- 1) The dwelling on the Described Location, used principally for dwelling purposes, not to exceed four (4) living units including, but not limited to, individually owned townhouse or permanently situated mobile homes;
  - 2) Structures attached to the dwelling;
  - 3) Materials and supplies on or adjacent to the Described Location for use in the construction, alteration or repair of the dwelling or other structures on this location; and
  - 4) If not otherwise covered in this Policy, fixtures, building equipment and outdoor equipment used for the service of and located on the Described Location. Providing that the values of the same have been included in the sums declared to Underwriters.
- B. OTHER STRUCTURES:
- The Underwriters insure other structures on the Described Location, separated from the dwelling by clear space. Structures connected to the dwelling by only a fence, utility line or similar connection are considered to be other structures it being understood and agreed that the limit of Underwriters liability in respect of other Structures shall be Ten percent (10%) of the amount insured applicable to A. above.
- Other structures shall not include those:
1. Used in whole or part for commercial, manufacturing or farming purposes; or
  2. Rented or held for rental to any person not a tenant of the dwelling unless used solely as a private garage.
- C. PROPERTY NOT INSURED:
- 1) Outdoor trees, shrubs and plants.
  - 2) Outdoor swimming pools; fences, piers, wharves and docks; beaches or diving platforms or appurtenances; retaining walls not constituting a part of building; walks, roadways and paved surfaces.
  - 3) The cost of excavating, grading, back-filling or filling.
  - 4) Personal property of any kind, except as describes in A.4. above.
  - 5) Foundations of buildings, structures, machinery, or boilers if their foundations are below:
    - a. The lowest basement floor; or
    - b. The surface of the ground if there is no basement.
  - 6) Land (including land on which the property is located), water, growing crops or lawns or any interest in any of the foregoing.
  - 7) Pilings, piers, pipes, flues and drains which are underground.
  - 8) Pilings which are below the low water mark.
  - 9) Dwellings and other structures with unrepaired damage existing prior to individual coverage effective Inception.
- D. OTHER COVERAGES:
1. Reasonable Repairs: The Underwriters will pay the reasonable cost incurred for necessary repairs made solely to protect the property covered by this Policy from further damage if there is coverage for the peril causing the damage. Use of this coverage is included in the Limit of Liability that applies to the property being repaired.

2. Collapse:
  - a. This Policy insures against risk of Direct Physical Loss involving collapse of a building or any part of a building caused only by one or more of the following:
    - 1) fire; lightning, windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism or malicious mischief; breakage of glass; falling objects; weight of snow, ice or sleet, water damage; all only as insured against in this Policy;
    - 2) hidden decay;
    - 3) hidden insect or vermin damage;
    - 4) weight of people or personal property;
    - 5) weight of rain which collects on a roof.
  - b. The Underwriters shall not be liable for loss to the following types of property under Items 2), 3), 4) and 5), unless the loss is a direct result of the collapse of a building, outdoor radio or television antennae, including their lead in wiring, masts or towers; awnings; gutters and downspouts; yard fixtures.
  - c. Collapse does not include settling, cracking, shrinkage, bulging or expansion.
  - d. This Additional Coverage does not increase the amount(s) of insurance provided.

#### CONDITIONS APPLICABLE TO THE RESIDENTIAL PROPERTY SECTION

1. In the event of insured loss under this Section the valuation basis shall be as follows:-
  - (a) Structures that are not buildings at actual cash value at the time of damage but not exceeding the amount necessary to repair or replace.
  - (b) Awnings, outdoor antennae and outdoor equipment whether or not attached to buildings, at actual cash value at the time of damage but not exceeding the amount necessary to repair or replace.
  - (c) Buildings covered under this Section at replacement cost without deduction for depreciation subject to the following:
    - (1) The Underwriters will pay the cost of repair or replacement, without deduction for depreciation, but not exceeding the smallest of the following amounts:
      - (a) The Limit of Liability under this Policy applying to the building;
      - (b) The replacement cost of that part of the building damaged for equivalent construction and use on the same premises; or
      - (c) The amount actually and necessarily spent to repair or replace the damaged building.
    - (2) When the cost to repair or replace the damage is more than USD1,000 or more than 5% of the amount of insurance in this Policy on the building, whichever is less, the Underwriters will pay no more than the actual cash value of the damage until actual repair or replacement is completed.
    - (3) The replacement cost loss settlement provisions may be disregarded and claim may be made under this Policy for damage to buildings on an actual cash value basis and then Claim may be made within 180 days after loss for any additional liability on a replacement cost basis.
2. Glass Replacement: Covered damage to glass shall be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
3. Death: If any person named in the Monthly Reports or the spouse, if a resident of the same household, dies the Underwriters insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the Policy at the time of death.

This Section shall also be subject to the GENERAL PROVISIONS, EXCLUSIONS and CONDITIONS of this Policy.

#### GENERAL PROPERTY SECTION

When Non-residential Property is declared by the Named Insured under the required Monthly Reports, the following shall apply:

- A. PROPERTY INSURED:



The Underwriters shall insure "Buildings" in accordance with the following description:

Building(s) or Structure(s) shall include attached additions and extensions; fixtures; machinery and equipment constituting a permanent part of and pertaining to the service of the building; yard fixtures; personal property of the Named Insured used for the maintenance or service of the described building(s), including fire extinguishing apparatus, outdoor furniture, floor coverings and appliances for refrigerating, ventilating, cooking, dishwashing and laundering (but not including other personal property in apartments or rooms furnished by the Named Insured as landlord); all while at the described location(s), providing that the values of the same have been included in the sums declared to Underwriters.

**B. PROPERTY NOT INSURED**

1. Outdoor signs, whether or not attached to a building or structure;
2. Outdoor trees, shrubs and plants;
3. Outdoor swimming pools; fences, piers, wharves and docks; beaches or diving platforms or appurtenances; retaining walls not constituting a part of building; walks, roadways and other paved surfaces;
4. Accounts, bills, currency, deeds, evidence of debt, money, notes, or securities, nor unless specifically named hereto in writing and agreed by Underwriters, bullion or manuscripts;
5. The cost of excavation, grading, backfilling or filling;
6. Foundations of buildings, structures, machinery, or boilers if their foundations are below:
  - (A) The lowest basement floor; or
  - (B) The surface of the ground if there is no basement;
7. Land (including land on which the property is located), water, growing crops or lawns or any interest in any of the foregoing;
8. Radio or television antennae including their lead in wiring, masts, or towers;
9. Pilings, piers, pipes, flues and drains which are underground;
10. Pilings which are below the low water mark.

**VALUATION**

The following bases are established for valuation of Non-residential property:

1. All property at actual cash value, except as provided below or by endorsement.
2. Tenant's Improvements and Betterments:
  - A. If repaired or replaced at the expense of the Insured within a reasonable time after damage, the actual cash value of the damaged or destroyed improvements and betterments.
  - B. If not repaired or replaced within a reasonable time after damage that proportion of the original cost at time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement, whether written or oral, in effect at the time of damage, bears to the period from the dates such improvements or betterments were made to the expiration of the lease.

This Section shall also be subject to the GENERAL PROVISIONS, EXCLUSIONS and CONDITIONS of this Policy.

**PERILS INSURED AGAINST BY THIS POLICY**

The Underwriters will insure for All Risks of Direct Physical Damage except with regard to the following causes:

**CAUSES NOT INSURED AGAINST BY THIS POLICY**

1. **SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION**

Notwithstanding any provision in this Policy or in any endorsement which forms a part of this Policy, this Policy does not insure against loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. NEVERTHELESS if fire not excluded from this Policy and a fire arises directly or indirectly from seepage and/or pollution and/or contamination any damage insured under this Policy arising from that fire shall (subject to the terms, conditions and limitations of the Policy) be covered. However, if the insured property is the subject of Direct Physical Damage for which Underwriters shall have paid or agreed to pay then any further damage by seepage and/or pollution and/or contamination directly and immediately resulting from such Direct Physical Damage shall not be excluded solely by this Clause. The Insured shall give notice to the Underwriters of intent to claim NO LATER THAN 12 MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE. Nothing in this Clause shall override any Radioactive Contamination Exclusion Clause in this Policy.

2. **AUTHORITIES EXCLUSION:** Notwithstanding any of the preceding provisions or any provision of the Policy this Policy does not insure against loss, damage, costs, expenses, fines and penalties incurred or sustained by or imposed on the Assured at the order of any Government Agency, Court or other Authority arising from any cause whatsoever.
3. **ORDINANCE OR LAW:** The Underwriters shall not be liable for Loss or Damage, including debris removal expense, occasioned directly or indirectly by enforcement of any ordinance or law regulating the use, construction, repair or demolition of property, unless such liability is otherwise specifically assumed by endorsement.
4. **POWER FAILURE:** The Underwriters shall not be liable for Loss or Damage caused directly or indirectly by the interruption of power or other utility service furnished to the described premises if the interruption takes place away from the described premises. If a peril insured against ensues on the described premises, the Underwriters shall be liable for only their proportion of damage caused by the ensuing peril.
5. **WAR RISK:** The Underwriters shall not be liable for Loss caused directly or indirectly by:
  - A. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack:
    - (1) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
    - (2) by any military, naval or air forces; or
    - (3) by an agent or any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;
  - B. Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating or defending against such an occurrence.
6. **WATER EXCLUSION:** The Underwriters shall not be liable for Loss or Damage caused by, resulting from, contributed to or aggravated by any of the following:
  - A. Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing all whether driven by wind or not;
  - B. Water which backs up through sewers or drains;
  - C. Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other opening in such sidewalks, driveways, foundations, walls or floors;Unless a peril insured against ensues, and then the Underwriters shall be liable for only their proportion of damage caused by the ensuing peril.
7. **EARTH MOVEMENT:** The Underwriters shall not be liable for Loss or Damage caused by, resulting from, contributed to or aggravated by any of the following:
  - A. Any earth movement such as earthquake, landslide or earth sinking, rising or shifting. But if fire results, damage from such fire shall not be excluded solely by this exclusion.
  - B. Volcanic eruption, explosion or effusion. But if Fire results, damage from such fire shall not be excluded solely by this exclusion.
8. **ELECTRICAL APPARATUS:** The Underwriters shall not be liable for any loss resulting from any electrical appliances, devices, fixtures or wiring caused by electrical current artificially generated unless Fire ensues, and then the Underwriters shall be liable for only their proportion of loss caused by the ensuing Fire.
9. **RADIOACTIVE CONTAMINATION EXCLUSION:** This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused\* **NEVERTHELESS** if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall be covered **EXCLUDING** however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

**\* If Fire is not an insured peril under this Policy the words "NEVERTHELESS" to the end of the Clause do not apply and should be disregarded.**



10. COLLAPSE: This Policy does not insure against Loss or Damage resulting from collapse of the insured property except to the extent as expressed in Clause D.2. of the GENERAL PROVISIONS of this wording. In respect of following Items 11. to 17. inclusive, any ensuing damage due to a consequent cause shall not be excluded solely by these exclusions.
11. Freezing of a plumbing, heating or air conditioning system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing while the dwelling is vacant, unoccupied or being constructed unless the Insured has used reasonable care to:
  - (a) Maintain heat in the building; or
  - (b) Shut off the water supply and drain the system and appliances of water.
12. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a fence, pavement patio, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock.
13. Theft of any property which is not actually part of any building or structure covered;
14. Theft in or to a dwelling or structure under construction;
15. Wind, hail, ice, snow or sleet to outdoor radio and television antennae and aerials including their lead-in-wiring, masts or towers,
16. Continuous or repeated seepage or leakage of water or steam over a period of time from within a plumbing, heating or air conditioning system or from within a household appliance;
17. Wear and tear; marring; deterioration; inherent vice; latent defect; mechanical breakdown; rust; mould; wet or dry rot; contamination; smog; smoke from agricultural smudging or industrial operations; settling, cracking, shrinking, bulging, or expansion of pavements patios, foundations, walls, floors, roofs or ceilings; birds, vermin, rodents, insects or domestic animals. If any of these cause water to escape from plumbing, heating or air conditioning system or household appliance, the Underwriters cover damage caused by water. The Underwriters also cover the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. The Underwriters do not cover damage to the system or appliance from which this water escaped.

**DEFINITIONS:**

If Windstorm is not excluded then the following definition shall be included:

Windstorm means the direct action of wind, including wind driven water when associated with or occurring in conjunction with a storm or weather disturbance.

With respect to the peril of Windstorm, any and all losses from this cause within a Seventy-Two (72) hour period or within a period of continued hurricane, typhoon, windstorm, rainstorm, hailstorm and/or tornado shall be deemed to be a single loss. Underwriters shall not be liable for any loss caused by any hurricane, typhoon, windstorm, rainstorm, hailstorm, and or tornado occurring before the effective date and time of this Policy nor any loss occurring after expiration date and time of this Policy.

**GENERAL CONDITIONS**

1. POLICY PERIOD: This Policy applies only to damage which occurs during the Policy Period.
2. TERRITORIAL LIMITS: This Policy covers only within the limits of the United States, its territories and possessions and Canada.
3. CONTROL OF PROPERTY: This Insurance shall not be prejudiced by any act or neglect of any person when such act or neglect is not within the control of the Insured.
4. PERMITS AND USE: Except as otherwise provided, permission is granted:
  - A. To make additions, alterations and repairs. This Policy insofar as it covers building(s) or structure(s), is extended to cover additions, alterations and repairs, when not otherwise covered by insurance, including temporary structures constructed on site, materials, equipment and supplies therefor on or within 100 feet of the described premises: and this Policy, insofar as it covers contents, is extended to cover contents in such additions.

- B. In the event of loss hereunder, to make reasonable repairs, temporary or permanent , provided such repairs are confined solely to the protection of the property from further damage, and provided further that the Insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any perils insured hereunder shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the Policy requirements applicable in case loss occurs, and in particular the requirement that in case loss occurs the Insured shall protect the property from further damage.
  - C. For such unoccupancy as is usual or incident to described occupancy, "Unoccupied" or "Unoccupancy" means containing contents pertaining to occupancy of the building while operations or other customary activities are suspended;
- 5. PRIMARY INSURANCE: The Insurance provided is considered Primary Insurance. The Underwriters acknowledge and permit Excess Insurance covering the same interest(s) insured hereunder.
  - 6. SALVAGE AND RECOVERIES: When, in connection with any damage covered by this Policy, any salvage or recovery is received subsequent to the payment of such loss, the loss shall be refigured on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the amount of loss was originally determined. Any amounts thus found to be due any party shall be promptly paid.
  - 7. INSPECTION AND AUDIT: The Underwriters shall be permitted at all reasonable times to inspect the property covered and to examine Named Insured's and/or the mortgagor's records at any time during the currency of this Policy and within one year after final settlement of any claim so far as the books and records relate to any payments made because of losses happening during the term of this Policy. Underwriters waive no rights and undertake no responsibilities by reason of such inspection or examination or the omission thereof.  
The Underwriters shall also be permitted at all reasonable times to audit Named Insured's records to verify the number of existing loans for which renewal policies have not been received.
  - 8. REINSTATEMENT: It is understood and agreed that any claim under this Policy shall not reduce the limits of recovery hereunder, except in respect of any Annual Aggregate Limits.
  - 9. ABANDONMENT OF PROPERTY: The Underwriters need not accept any property abandoned by the Insured.
  - 10. INCREASE IN HAZARD: The Underwriters shall not be liable for any Loss occurring while the hazard is increased by any means within the Insured's knowledge or control.
  - 11. CONFORMITY TO STATUTE: Any terms of this Policy which are in conflict with the statutes of the state wherein this Policy is applicable are hereby amended to conform to such statutes.
  - 12. OTHER INSURANCE: This Policy does not insure:-
    - a) Any damage or any property which is more specifically insured elsewhere;  
nor
    - b) Any damage or any property which but for the existence of this Policy would be insured elsewhere; except, where such amounts insured elsewhere are less than the applicable limit or sublimit insured by this Policy, this Policy insures for the difference between the amounts insured elsewhere and the applicable limit or sub-limit of this Policy.
  - 13. DUTIES IN THE EVENT OF DAMAGE: The Insured must see that the following are done in the event of damage to covered property:
    - (a) Notify the Police if law may have been broken.
    - (b) Give the Underwriters immediate written notice of the damage. Include a description of the property involved.
    - (c) Take all reasonable steps to protect the Covered Property from further damage. If feasible, set the damage aside and in the best possible order for examination. Also keep a record of all expenditures for consideration in the settlement of claim.
    - (d) At the Underwriters request, give complete inventories of the damaged and undamaged property include quantities, costs, actual cash value and amount of loss claim.
    - (e) Permit the Underwriters to inspect the property and records proving the loss or damage.

- (f) If requested, permit the Underwriters to question you under oath at such times as may be reasonably required about any matter relating to this insurance or the claim, including books and records.
- (g) Within sixty (60) days after the loss submit to the Underwriters a proof of loss, signed and sworn by the Insured stating their knowledge and belief on the following:-
  - (1) The time and date of the damage.
  - (2) Insureds interest and the interest of all others in the property.
  - (3) The actual cash value of each item and the amount of damage.
  - (4) All encumbrances.
  - (5) All other contracts of insurance, whether valid or not, covering any of the said property.
  - (6) Any changes in the title, use, occupation, location, possession or exposure of the covered property since the issuing of this Policy.
  - (7) By whom and for what purpose any building herein described was occupied at the time of damage.
  - (8) Whether or not the property stood on leased ground.
  - (9) Furnish a copy of all descriptions and schedules in all policies and, if required, verify plans and specifications of any building, fixtures or machinery destroyed or damaged.

## **SECTION II – LIABILITY**

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words “you” and “your” refer to the Named Insured shown in the Declarations and any other person or organization as a Named Insured under this Policy. The words “we”, “us” and “our” refer to Underwriters providing this Insurance.

The word “Insured” means any person or organization qualifying as such under **SECTION B - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION E - DEFINITIONS**.

### **DEDUCTIBLES**

A deductible of USD NIL shall apply to each occurrence arising out of “bodily injury”, “property damage”, “personal injury” or “advertising injury” coverage granted by this Insurance.

### **COVERAGE**

This Insurance applies to “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of the ownership, maintenance or use of Covered Property and to covered medical payments arising from “bodily injury” caused by an accident occurring on Covered Property.

Covered Property shall mean any premises that:-

- (i) was security for a loan provided by the Named Insured and has been acquired by the Named Insured through deed in lieu foreclosure or repossession proceedings; and
- (ii) has been declared to Underwriters in accordance with the reporting provisions of this Insurance.

### **\*SPECIAL CONDITIONS**

- (1) This insurance does not apply to “bodily injury” or “property damage” which occurs or to “personal injury” or “advertising injury” arising out of an offense before the date that liability for the relevant Covered Property attached under this Policy in accordance with the reporting provisions contained herein.
- (2) In no event shall this insurance provide any coverage whatsoever for damages and/or defense costs incurred by a Borrower who at any time has entered into a loan agreement with the Named Insured in connection with a Covered Property.

## **SECTION A - COVERAGES**

### **COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

#### **1. Insuring Agreement**

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which the Insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in **SECTION C - LIMITS OF INSURANCE**; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A or B or medical expenses under Coverage C.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under - **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.
- b. This Insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
  - (2) The "bodily injury" or "property damage" occurs during the policy period.
- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This Insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. "Bodily injury" or "property damage" for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
  - (1) Assumed in a contract or agreement that is an "Insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
  - (2) That the Insured would have in the absence of the contract or agreement.
- c. "Bodily injury" or "property damage" for which any Insured may be held liable by reason of:
  - (1) Causing or contributing to the intoxication of any person;
  - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.This Exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.
- d. Any obligation of the Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- e. "Bodily injury" to:
  - (1) An employee of the Insured arising out of and in the course of employment by the Insured; or
  - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.This Exclusion applies:
  - (1) Whether the Insured may be liable as an employer or in any other capacity; and
  - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.This Exclusion does not apply to liability assumed by the Insured under an "insured contract".
- f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
  - (a) At or from any premises, site or location which is or was at anytime owned or occupied by, or rented or loaned to any Insured;
  - (b) At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any Insured or any contractors or sub-contractors working directly or indirectly on any Insured's behalf are performing operations;



- (i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or sub-contractor; or
- (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of pollutants.

Sub-paragraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this Exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

- (a) request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (b) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any Insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the Insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section E.8).

h. "Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any Insured; or
- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This Exclusion applies only to liability assumed under a contract or agreement.

j. "Property damage" to:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in your care, custody or control;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this Exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this Exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this Exclusion does not apply to "property damage" included in the "products-completed operations hazard".

- k. "Property damage" to "your property" arising out of it or any part of it.
- l. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This Exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- m. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:
  - (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
  - (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This Exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

- n. Damages claimed for any loss, cost or expense incurred by your or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
  - (1) "Your product";
  - (2) "Your work; or
  - (3) "Impaired property;if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in **SECTION C - LIMITS OF INSURANCE**.

## **COVERAGE B. - PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this Insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in **SECTION C - LIMITS OF INSURANCE**; and
  - (2) Our rights and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverage A or B or medical expenses under Coverage C.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.
- b. This insurance applies to:
  - (1) "Personal Injury" caused by any offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
  - (2) "Advertising Injury" caused by an offense committed in the course of advertising your goods, products or services,but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions.**

This Insurance does not apply to:

- (a) "Personal Injury" or "Advertising Injury":
  - (1) arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
  - (2) arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

- (3) arising out of the wilful violation of a penal statute or ordinance committed by or with the consent of the Insured; or
  - (4) for which the Insured has assumed liability in a contract or agreement. This Exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.
- (b) "Advertising Injury" arising out of:
- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
  - (2) The failure of goods, products or services to conform with advertised quality of performance;
  - (3) The wrong description of the price of goods, products or services; or
  - (4) An offense committed by an Insured whose business is advertising, broadcasting, publishing or telecasting.

## **COVERAGE C. - MEDICAL PAYMENTS**

### **1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- PROVIDED THAT:
- (1) The accident takes place in the "coverage territory" and during the Policy Period;
  - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

### **2. Exclusions**

We will not pay expenses for "bodily injury":

- a. to any Insured;
- b. to a person hired to do work for or on behalf of an Insured or a tenant of any Insured;
- c. to a person injured on that part of premises you own or rent that the person normally occupies;
- d. to a person, whether or not an employee of any Insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law;
- e. to a person injured while taking part in athletics;
- f. included within the "products-completed operations hazard";
- g. excluded under Coverage A;
- h. due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

## **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

We will pay, with respect to any claim or "suit" we defend:

- 1. All expenses we incur.
- 2. Up to USD250 for cost of bail bonds, required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 4. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to USD100 a day because of time off from work.
- 5. All costs taxed against the Insured in the "suit".
- 6. Pre-judgement interest awarded against the Insured on that part of the judgement we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgement interest based on that period of time after the offer.



7. All interest on the full amount of any judgement that accrues after entry of the judgement and before we have paid, offered to pay, or deposited in court the part of the judgement that is within the applicable limit of insurance.

These payments are included within the limits of insurance.

#### **SECTION B - WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are an Insured, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an Insured. Your members, your partners, and their spouses are also Insureds, but only with respect to the conduct of your business.
  - c. An organization other than a partnership or joint venture, you are an Insured. Your executive officers and directors are also Insured, but only with respect to their duties as your officers or directors. Your stockholders are also Insured, but only with respect to their liability as stockholders.
2. Each of the following is also an Insured:
  - a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is an Insured for:
    - (1) "Bodily injury" or "personal injury" or to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
    - (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
    - (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
  - b. Any person (other than your employee), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an Insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an Insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an Insured with respect to:
  - a. "Bodily injury" to a co-employee of the person driving the equipment; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an Insured under this provision.
4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Assured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the Policy Period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Assured in the Declarations.

#### **SECTION C - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits"
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C; and
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Product-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. and 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expense under Coverage C.because of all "bodily injury", "property damage", "personal injury" and "advertising injury" arising out of any one "occurrence".
6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION D - LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the Insured or the Insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any Insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved Insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorise us to obtain records and other information;
  - (3) Co-operate with us in the investigation, settlement or defense of the claim or "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
- d. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has right under this Coverage Part:

- a. to join us as a party or otherwise bring us into a "suit" asking for damages from an Insured; or
  - b. to sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgement against an Insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. All agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the Insured for a loss we cover under coverages A or B of this Coverage part, our obligations are limited as follows:-

**a. Primary Insurance**

This Insurance is primary except when b. below applies. If this Insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (2) That is Fire Insurance for premises rented to you; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this Insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all those other insurers.

When this Insurance is excess over other insurance; we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this Insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal share, we will contribute by limits. Under this method, each Insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all Assurers.

**5. Premium Audit**

- a. We will complete all premiums for this Coverage Part in accordance with our rules and rates.
- b. The first Named Assured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this Policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this Policy in reliance upon your representations.

**7. Separation**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to this Coverage part of the First Named Assured, this Insurance applies:

- a. As if each Named Assured were the only Named Assured; and
- b. Separately to each Insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others to Us**

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When we do not renew**

If we do not renew this Coverage Part, we will mail or deliver to the First Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION E - DEFINITIONS**

1. "Advertising Injury" means injury arising out of one or more of the following offences:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - b. Oral or written publication of material that violates a person's right of privacy;
  - c. Misappropriation of advertising ideas or styles of doing business; or
  - d. Infringement of copyright, title or slogan.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage Territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the World if:
    - (1) The injury or damages arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
    - (2) The Insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Impaired Property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfil the terms of a contract or agreement; if such property can be restored to use by:
    - (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
    - (2) Your fulfilling the terms of the contract or agreement.
6. "Insured Contract" means:
  - a. A lease of premises;
  - b. A sidetrack agreement;
  - c. An easement of license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "Insured Contract" does not include that part of any contract or agreement:



- a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
  - b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
    - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
  - c. Under which the Insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the Insured's rendering or failing to render professional services, including those listed in b. above and supervisory, inspection or engineering services; or
  - d. That indemnifies any person or organization for damages by fire to premises rented or loaned to you.
7. "Loading or Unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
8. "Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building, cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.  
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
    - (1) Equipment designed primarily for:
      - (a) Snow removal;
      - (b) Road maintenance, but not construction or resurfacing;
      - (c) Street cleaning;
    - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - (3) Air compressors, pumps and generators, including spraying, welding, building, cleaning, geophysical exploration, lightning and well servicing equipment.
9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
10. "Personal Injury" means injury, other than "bodily injury", arising out of one or more of the following offences:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. Wrongful eviction from, wrongful entry into, or eviction of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - e. Oral or written publication of material that violates a person's right of privacy.

11.
  - a. "Products-Completed Operations Hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned.
  - b. "Your work" will be deemed completed at the earliest of the following times:
    - (1) When all of the work called for in your contract has been completed;
    - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site;
    - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
  - c. This hazard does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
    - (3) Products or operations for which the classification in the Coverage Part or in our manual of rules includes products or completed operations.
12. "Property Damage" means:
  - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.
13. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this Insurance applies are alleged. "Suit" includes:
  - a. an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
  - b. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
14. "Your product" means:
  - a. Any goods or products other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (1) You;
    - (2) Others trading under your name; or
    - (3) A person or organization whose business or assets you have acquired; and
  - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products."Your product" includes:
  - a. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - b. The providing of or failure to provide warnings or instructions."Your product" does not include vending machines or other property rented to or located for the use of others but not sold.
15. "Your work" means:
  - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
  - b. The providing of or failure to provide warnings or instructions.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ASBESTOS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION I – PROPERTY of the PROPERTY AND LIABILITY PROTECTION POLICY PROPERTY PROTECTION POLICY**

- A. This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the policy period (subject to the terms and conditions of this Policy) by one of the following Listed Perils:

Fire; Smoke; Explosion; Lightning; Windstorm; Hail; Direct impact of vehicle, aircraft or vessel; Riot or Civil Commotion; Vandalism or Malicious Mischief; or accidental discharge of fire protective equipment.

This coverage is subject to all limitations in the Policy to which this Endorsement is attached and, in addition, to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
  2. The Listed Peril must be the immediate, sole cause of the damage to the asbestos.
  3. The Assured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to Underwriters more than 12 (twelve) months after the expiration, or termination, of the Policy period.
  4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
    - (i) any faults in the design, manufacture or installation of the asbestos;
    - (ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.
- B. Except as set forth in the foregoing Section A, this Policy does not insure asbestos or any sum relating thereto.

All other provisions of this policy apply.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**PRE-EXISTING CONDITION EXCLUSION  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**SECTION I – PROPERTY of the PROPERTY AND LIABILITY PROTECTION POLICY  
PROPERTY PROTECTION POLICY**

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, it is agreed that this insurance excludes all loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any pre-existing condition of property at the inception date of this insurance.

All other provisions of this policy apply.

P10 06 19

R01 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **RENTAL INCOME EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION I – PROPERTY of the PROPERTY AND LIABILITY PROTECTION POLICY PROPERTY PROTECTION POLICY**

In consideration of the premium paid, and subject to the EXCLUSIONS, CONDITIONS AND LIMITATIONS of the Policy to which this Extension is attached, and also to the following ADDITIONAL EXCLUSIONS AND LIMITATIONS, this Policy is extended to cover loss resulting from necessary untenantability caused by Direct Physical Loss or Damage, as covered by the Policy to which this Extension is attached, to property insured by this Policy or to buildings containing the property insured.

In the event of such Direct Physical Loss or Damage, Underwriters shall be liable for the Actual Loss Sustained by the Assured resulting directly from such necessary untenantability, but not exceeding the reduction in Rental Income, as defined hereafter, less charges and expenses which are not necessary during the period of untenantability, for only such length of time as would be required, with the exercise of due diligence and dispatch to repair, rebuild or replace such part of the property as has been destroyed or damaged but not to exceed the amount as stated on the Declarations Page or the Statement of Values.

For the purpose of this Extension "Rental Income" is defined as the sum of:

- (a) The anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the Assured, and
- (b) The amount of all charges which are the legal obligations of the tenants and which would otherwise be obligations of the Assured, and
- (c) The fair rental value of any portion of such property which is occupied by the Assured.

In determining Rental Income due consideration shall be given to the rental experience before the date of damage or destruction and the probable experience thereafter had no loss occurred.

No claim shall be payable under this Extension unless and until a claim has been paid, or liability admitted, in respect of Direct Physical Damage to property insured under the Policy to which this Extension is attached or to buildings containing the property insured and which gave rise to loss of Rental Income.

This Condition shall not apply if no such payment shall have been made, or liability admitted, solely owing to the operation of a Deductible in said Policy which excludes liability for losses below a specified amount.

**THIS EXTENSION DOES NOT INSURE AGAINST:-**

1. Increase in loss resulting from interference at the insured premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation.
2. Increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such results directly from the insured untenantability, and then Underwriters shall be liable for only such loss as affects the Assured's income during, and limited to, the period of untenantability covered under this Policy.
3. Increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property insured hereunder.
4. Any other consequential loss.

R01 06 19

All other provisions of this policy apply.

T02 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL LOSS EARNED PREMIUM CLAUSE**

This endorsement modifies insurance provided under the following:

### **SECTION I – PROPERTY of the PROPERTY AND LIABILITY PROTECTION POLICY PROPERTY PROTECTION POLICY**

Notwithstanding anything contained elsewhere in this policy, it is understood and agreed that if this policy is cancelled, with respect to Covered Property at any one or more premises described in the Declarations, there will be no return of any premium that relates to Covered Property that is a total or constructive total loss resulting from direct physical loss or damage by any Covered Cause of Loss.

For the purposes of this policy total or constructive total loss means a loss where the cost to repair or replace would exceed 80% of the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

All other provisions of this policy apply.

**NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)**

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy\* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.



## IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

REF 1256 (03/60)

A01 GL 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
CAREFULLY.**

## **ASBESTOS EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION II: LIABILITY of the PROPERTY AND LIABILITY PROTECTION POLICY**

The following exclusion is added to Paragraph 2., **Exclusions of Section A – Coverage A – Bodily Injury and Property Damage Liability**, and Paragraph 2., **Exclusions of Section A – Coverage C – Medical Payments**:

#### **2. Exclusions**

This insurance does not apply:

1. for any liability for "Bodily Injury", "Personal Injury", "Advertising Injury", "Property Damage", Sickness, Disease, Occupational Disease, Disability, Shock, Death, Mental Anguish or Mental Injury at any time arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure, to asbestos, asbestos products, asbestos fiber, or asbestos dust; or
2. for any obligation of the Insured to indemnify any party because of damage arising out of such "Bodily Injury", "Personal Injury", "Advertising Injury", "Property Damage", Sickness, Disease, Occupational Disease, Disability, Shock, Death, Mental Injury, or Mental Anguish, at any time as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fiber, or asbestos dust; or
3. for any obligation to defend any suit or claim against the Insured alleging "Bodily Injury", "Property Damage", "Personal Injury", "Advertising Injury", Occupational Disease, Disability, Shock, Mental Anguish, or Mental Injury, resulting from or contributed to, by the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust.

All other provisions of this policy apply.



A02 GL 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ASSAULT AND/OR BATTERY EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION II: LIABILITY of the PROPERTY AND LIABILITY PROTECTION POLICY**

The following exclusion is added to Paragraph 2., **Exclusions of Section A – Coverage A – Bodily Injury and Property Damage Liability**, and Paragraph 2., **Exclusions of Section A – Coverage C – Medical Payments**:

#### **2. Exclusions**

This insurance does not apply to any liability for "Bodily Injury", "Property Damage", "Personal Injury", "Advertising Injury", Sickness, Disease, Occupational Disease, Disability, Shock, Death, Mental Anguish or Mental Injury at any time arising out of or caused directly or indirectly by:

- 1) An assault and/or battery regardless of culpability or intent; or
- 2) A physical altercation; or
- 3) Any act or failure to act to prevent or suppress such assault and/or battery or physical altercation

The above applies whether caused by any Insured, any employee of any insured, a patron, or any other person, and whether or not the acts occurred at the premises owned, leased, rented, or occupied by the Insured.

This exclusion also applies to any claim and/or cause of action seeking:

- 1) Damages arising from a claim by any other person, firm or organization, asserting rights derived from, or contingent upon, any person asserting a claim arising out of an assault and/or battery or a physical altercation; or
- 2) Damages for emotional distress, or for loss of society, services, consortium and/or income reimbursement for expenses (including but not limited to medical expenses, hospital expenses, and wages) paid or incurred by such other person, firm or organization; or
- 3) To have the Insured share damages with, or repay someone who must pay damages because of such assault and/or battery or physical altercation; or
- 4) Damages arising out of allegations of negligent hiring, placement, training or supervision, or to any act, error or omission relating to such assault and/or battery or physical altercation
- 5) Damages arising out of failure to provide property security or safe premises to any personal subject to an assault and/or battery or physical altercation

We are under no duty to defend an insured in any "suit" alleging such damages arising out of or any assault and/or battery or physical altercation of any nature whatsoever.

All other provisions of this policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ABSOLUTE POLLUTION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION II: COMMERCIAL GENERAL LIABILITY of the PROPERTY AND LIABILITY POLICY**

Notwithstanding the terms and conditions of this policy which are or may be to the contrary, it is agreed that this insurance does not apply:

1. to "Bodily Injury", "Property Damage", "Personal Injury" or "Advertising Injury";
2. to Damages for the Devaluation of Property or for the Taking, Use or Acquisition or Interference with the Rights of Others in Property or Air Space;
3. to any Loss, Cost or Expense, including but not limited to Fines and Penalties, arising out of any governmental direction or request, or any private party or citizen action, that the named insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants;
4. to any Litigation or Administrative Procedure in which the insured may be involved as a party;

arising out of actual, alleged or threatened discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, or any water course or body of water, aquifer or ground water, whether such actual, alleged or threatened discharge, dispersal, release or escape is sudden, accidental, or gradual in nature.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals or materials and waste. Waste includes, in addition to materials to be disposed of, materials to be recycled, reconditioned or reclaimed.

This Exclusion is intended to exclude from the coverage provided by this policy of insurance all liability and expense arising out of or related to any form of pollution, whether or not such pollution is intentionally caused and whether or not the resulting injury, damage, devaluation, cost or expense is expected or intended from the standpoint of the insured. However, notwithstanding anything contained within this Exclusion it is understood and agreed that this exclusion shall not apply hostile fire.

D03 GL 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
CAREFULLY.**

## **DESIGNATED ANIMAL EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION II: LIABILITY of the PROPERTY AND LIABILITY PROTECTION POLICY**

**A.** The following exclusion is added to Paragraph 2., **Exclusions of Section A – Coverage A – Bodily Injury and Property Damage Liability**, and Paragraph 2., **Exclusions of Section A – Coverage C – Medical Payments**:

#### **2. Exclusions**

This insurance does not apply to claims for any liability for "Bodily Injury", "Property Damage", "Personal Injury", "Advertising Injury", Sickness, Disease, Occupational Disease, Disability, Shock, Death, Mental Anguish or Mental Injury at any time arising out of or caused directly or indirectly by any "Designated Animal" owned by any insured or for which any insured is responsible.

**B.** The following is added to **Section E – Definitions**

"Designated Animal" means a Pit Bull Terrier, Doberman Pinscher, Rottweiler, Staffordshire Terrier, German Shepherd, Chow, Bull Mastiff, Huskie, Alaskan Malamute, Wolf-Dog Hybrid, Great Dane, St. Bernard, Aikita, Rhodesian Ridgeback, Farm and Ranch animal, either owned or boarded, any attack, non-domesticated or guard dog, any non-domestic or exotic animal, a mixed breed which includes any of the above, and any animal with a past history of biting or attacking

All other provisions of this policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED PREMISES LIMITATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION II: LIABILITY of the PROPERTY AND LIABILITY PROTECTION POLICY**

In consideration of the premium charged, it is understood and agreed that the following limitation applies to the Policy:

- A.** The liability insurance provided under this policy applies only to "bodily injury", "property damage", "personal injury", "advertising injury", and medical expenses arising out of the ownership, maintenance or use of the "Designated Premises", but only as a result of an "occurrence" at and upon the "Designated Premises".
- B.** The following is added to **Section E - Definitions**  
"Designated Premises" means the real property you schedule for coverage, for which we have received the correct premium. No coverage exists independent of the "Designated Premises".

All other terms and conditions of this policy remain unchanged.

E01 GL 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION II: LIABILITY of the PROPERTY AND LIABILITY PROTECTION POLICY**

The following exclusion is added to Paragraph 2., **Exclusions of Section A – Coverage A – Bodily Injury and Property Damage Liability**, Paragraph 2., **Exclusions of Coverage B – Personal and Advertising Injury Liability**, and Paragraph 2., **Exclusions of Section A – Coverage C – Medical Payments**:

#### **2. Exclusions**

This insurance does not apply to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury

All other provisions of this policy apply.

E02 GL 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ELECTROMAGNETIC FIELDS EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION II: LIABILITY of the PROPERTY AND LIABILITY PROTECTION POLICY**

The following exclusion is added to Paragraph 2., **Exclusions of Section A – Coverage A – Bodily Injury and Property Damage Liability**, and Paragraph 2., **Exclusions of Section A – Coverage C – Medical Payments**:

#### **2. Exclusions**

This insurance does not apply to claims for any liability for "Bodily Injury", "Property Damage", "Personal Injury", "Advertising Injury", Sickness, Disease, Occupational Disease, Disability, Shock, Death, Mental Anguish or Mental Injury at any time arising out of or caused directly or indirectly by the actual or alleged exposure to electromagnetic fields, whether naturally occurring or man-made.

All other provisions of this policy apply.



F02 GL 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FIREARM LIMITATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION II: LIABILITY of the PROPERTY AND LIABILITY PROTECTION POLICY**

#### **SCHEDULE\***

<b>Limits of Liability - Firearms</b>	
<b>Each Occurrence</b>	<b>General Aggregate</b>
\$25,000	\$50,000
*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to **SECTION C – LIMITS OF LIABILITY**:

The maximum limit of liability under **Section C – Limits of Liability** in respect to **Section A – Coverage A –Bodily Injury and Property Damage Liability**, **Coverage B – Personal and Advertising Injury Liability**, and **Coverage C –Medical Payments** shall be as stated in the above SCHEDULE as respects to claims for any liability for "Bodily Injury", "Property Damage", "Personal Injury", "Advertising Injury", Sickness, Disease, Occupational Disease, Disability, Shock, Death, Mental Anguish or Mental Injury at any time arising out of or caused directly or indirectly by the use, ownership or maintenance of any firearm.

All other provisions of this policy apply.

L01 GL 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LEAD HAZARDS EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION II: LIABILITY of the PROPERTY AND LIABILITY PROTECTION POLICY**

The following exclusion is added to Paragraph 2., **Exclusions of Section A – Coverage A – Bodily Injury and Property Damage Liability**, and Paragraph 2., **Exclusions of Section A – Coverage C – Medical Payments**:

#### **2. Exclusions**

This insurance does not apply to claims for any liability for "Bodily Injury", "Property Damage", "Personal Injury", "Advertising Injury", Sickness, Disease, Occupational Disease, Disability, Shock, Death, Mental Anguish or Mental Injury at any time arising out of or caused directly or indirectly by lead, or any material or substance containing lead, or arising out of or incidental to the inhalation, ingestion, use, handling, or contact with lead or any material or substance containing lead.

Further, this exclusion also applies to any loss, cost, expense or damages, whether direct or consequential, arising out of any:

- a) request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat, or neutralise lead or any other material or substance containing lead or in any way respond to, or assess the effects of lead, or
- b) claim or suit relating to testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralising lead or any other material substance containing lead or in any way responding to, or assessing the effects of lead.

All other provisions of this policy apply.

M02 GL 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MOLD, MILDEW, FUNGUS, SPORES OR OTHER MICROORGANISM EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION II: LIABILITY of the PROPERTY AND LIABILITY PROTECTION POLICY**

The following exclusion is added to Paragraph 2., **Exclusions of Section A – Coverage A – Bodily Injury and Property Damage Liability**, and Paragraph 2., **Exclusions of Section A – Coverage C – Medical Payments**:

#### **2. Exclusions**

This insurance does not apply to claims for any liability for "Bodily Injury", "Property Damage", "Personal Injury", "Advertising Injury", Sickness, Disease, Occupational Disease, Disability, Shock, Death, Mental Anguish or Mental Injury at any time arising out of or caused directly or indirectly by:

- a) exposure to, inhalation, ingestion or existence of mold, mildew, fungus, spores or other microorganism of any type, nature, or description including but not limited to any substance whose presence poses an actual or potential threat to human health; or
- b) monitoring, testing, removal, encapsulation, abatement, treatment or handling of mold, mildew, fungus, spores or other microorganism as referred to in a) above.

All other provisions of this policy apply.

P10 GL 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PUNITIVE DAMAGES EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION II: LIABILITY of the PROPERTY AND LIABILITY PROTECTION POLICY**

The following exclusion is added to Paragraph 2., **Exclusions of Section A – Coverage A – Bodily Injury and Property Damage Liability**, Paragraph 2., **Exclusions of Coverage B – Personal and Advertising Injury Liability**, and Paragraph 2., **Exclusions of Section A – Coverage C – Medical Payments**:

#### **2. Exclusions**

This insurance does not apply to fines, penalties, punitive damages, exemplary or non-compensatory damages, or any damages resulting from the multiplication of compensatory damages

All other provisions of this policy apply.

P13 GL 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRE-EXISTING DAMAGES EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION II: LIABILITY of the PROPERTY AND LIABILITY PROTECTION POLICY**

The following exclusion is added to Paragraph 2., **Exclusions of Section A – Coverage A – Bodily Injury and Property Damage Liability**, Paragraph 2., **Exclusions of Coverage B – Personal and Advertising Injury Liability**, and Paragraph 2., **Exclusions of Section A – Coverage C – Medical Payments**:

#### **2. Exclusions**

This insurance does not apply to claims for any liability for “Bodily Injury”, “Property Damage”, “Personal Injury”, “Advertising Injury”, Sickness, Disease, Occupational Disease, Disability, Shock, Death, Mental Anguish or Mental Injury which began prior to the inception date of this policy, and which is alleged to continue into the policy period of this policy.

Further, this exclusion applies whether or not:

- a) The damage or it's cause was known to any insured before the inception of this policy; or
- b) Repeated or continuous exposure to conditions causing such “bodily injury”, “property damage” or “personal injury” and “advertising injury” occurred during the Policy Period or caused additional or progressive “bodily injury”, “property damage” or “personal and advertising injury” during the Policy Period; or
- c) The Insured's legal obligation to pay damages was established as of inception date of this policy

All other provisions of this policy apply.

P16 GL 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRODUCTS-COMPLETED OPERATIONS  
EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**SECTION II: LIABILITY of the PROPERTY AND LIABILITY PROTECTION POLICY**

This insurance does not apply to "Bodily Injury" or "Property Damage" included within the "products completed operations hazard".

All other provisions of this policy apply.



R01 GL 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RADON GAS EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION II: LIABILITY of the PROPERTY AND LIABILITY PROTECTION POLICY**

The following exclusion is added to Paragraph 2., **Exclusions of Section A – Coverage A – Bodily Injury and Property Damage Liability**, and Paragraph 2., **Exclusions of Section A – Coverage C – Medical Payments**:

#### **2. Exclusions**

This insurance does not apply to claims for any liability for “Bodily Injury”, “Property Damage”, “Personal Injury”, “Advertising Injury”, Sickness, Disease, Occupational Disease, Disability, Shock, Death, Mental Anguish or Mental Injury at any time arising out of or caused directly or indirectly by the actual, or alleged:

- a) exposure to, inhalation, ingestion or existence of radon gas; or
- b) removal, encapsulation, abatement, or handling of radon gas.

All other provisions of this policy apply.

S01 GL 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SEXUAL MOLESTATION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION II: LIABILITY of the PROPERTY AND LIABILITY PROTECTION POLICY**

The following exclusion is added to Paragraph 2., **Exclusions of Section A – Coverage A – Bodily Injury and Property Damage Liability**, and Paragraph 2., **Exclusions of Section A – Coverage C – Medical Payments**:

#### **2. Exclusions**

This insurance does not apply to claims for any liability for "Bodily Injury", "Property Damage", "Personal Injury", "Advertising Injury", Sickness, Disease, Occupational Disease, Disability, Shock, Death, Mental Anguish or Mental Injury at any time arising out of or caused directly or indirectly by any actual or alleged sexual molestation, corporal punishment, physical or mental abuse or any act or omission in respect of the prevention or suppression of such sexual molestation, corporal punishment, physical or mental abuse;

All other provisions of this policy apply.

S02 GL 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SWIMMING POOL EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION II: LIABILITY of the PROPERTY AND LIABILITY PROTECTION POLICY**

The following exclusion is added to Paragraph 2., **Exclusions of Section A – Coverage A – Bodily Injury and Property Damage Liability**, and Paragraph 2., **Exclusions of Section A – Coverage C – Medical Payments**:

#### **2. Exclusions**

This insurance does not apply to claims for any liability for "Bodily Injury", "Property Damage", "Personal Injury", "Advertising Injury", Sickness, Disease, Occupational Disease, Disability, Shock, Death, Mental Anguish or Mental Injury at any time arising out of or caused directly or indirectly by the actual, or alleged, use or ownership of any swimming pool that does not comply with any Federal, State, local government or other governmental authority law or regulation.

All other provisions of this policy apply.

T01 GL 06 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TRAMPOLINE LIMITATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION II: LIABILITY of the PROPERTY AND LIABILITY PROTECTION POLICY**

#### **SCHEDULE\***

<b>Limits of Liability – Trampolines</b>	
<b>Each Occurrence</b>	<b>General Aggregate</b>
\$25,000	\$50,000
*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to **SECTION C – LIMITS OF LIABILITY**:

The maximum limit of liability under **Section C – Limits of Liability** in respect to **Section A – Coverage A –Bodily Injury and Property Damage Liability, Coverage B – Personal and Advertising Injury Liability, and Coverage C –Medical Payments** shall be as stated in the above SCHEDULE as respects to claims for any liability for "Bodily Injury", "Property Damage", "Personal Injury", "Advertising Injury", Sickness, Disease, Occupational Disease, Disability, Shock, Death, Mental Anguish or Mental Injury at any time arising out of or caused directly or indirectly by the use, ownership or maintenance of any trampoline or rebounding device.

All other provisions of this policy apply.